

CRAVATH, SWAINE & MOORE

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STEWART R BROSS, JR
JOHN R HUPPER
SAMUEL C BUTLER
BENJAMIN F CRANE
JOHN F HUNT
GEORGE J GILLESPIE, III
THOMAS D BARR
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ALAN J HRUSKA
JOHN E YOUNG
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ROBERT D JOFFE
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WRITER'S DIRECT DIAL NUMBER

9-271A039

RECORDATION NO. 16495-A FILED 1425

SEP 28 1989 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

33 KING WILLIAM STREET
LONDON EC4R 9DU ENGLAND
TELEPHONE 1-606-1421
FACSIMILE 1-860-1150

September 28, 1989

Amendment Agreement No. 1 Dated as of September 25, 1989
Amending Conditional Sale Agreement
Filed under Recordation No. 16495 and
Lease of Railroad Equipment Filed Under
Recordation No. 16495-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Trailer Train Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of September 25, 1989, among Mercantile-Safe Deposit and Trust Company, as Agent, Trailer Train Company, as Lessee, and The Connecticut National Bank, as Trustee.

Amendment Agreement No. 1 amends the Conditional Sale Agreement and Lease of Railroad Equipment each dated as of August 1, 1989, previously filed and recorded with the Interstate Commerce Commission on August 28, 1989, at 3:45 p.m., Recordation No. 16495.

Philip Boyer
Conrad

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to add additional road numbers for the Units.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16495-D.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Trailer Train Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

encls.

CERTIFICATE OF TRUE COPY

RECORDATION N^o

FILED 1425

16495-D

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

SEP 28 1989 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

I, Laurance V. Goodrich, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copies of the attached documents with an executed original counterpart thereof and find the said attached copies to be in all respects true, correct and complete copies of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 28th day of September, 1989.

Laurance V. Goodrich
Laurance V. Goodrich

Subscribed and sworn to
before me this 28th day
of September, 1989.

Caryn W. Sherman
Notary Public

My Commission expires:

CARYN W SHERMAN
Notary Public, State of New York
No 31-4633991
Qualified in New York County
Commission Expires August 31, 1990

SEP 28 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

(Ref. TTX Lease No. 31B)

AMENDMENT AGREEMENT No. 1B dated as of September 25, 1989, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation ("Agent"), TRAILER TRAIN COMPANY, a Delaware corporation ("Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement dated as of August 1, 1989 with NatWest USA Leasing Corp. ("Owner").

WHEREAS the Trustee and certain sellers have entered into a Conditional Sale Agreement dated as of August 1, 1989 ("CSA");

WHEREAS such sellers have assigned their interests to the Agent and such sellers do not have any interest in this Amendment Agreement No. 1B;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1989 ("Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the CSA and the Lease;

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 28, 1989, at 3:45 p.m., recordation number 16495 and 16495-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on August 29, 1989, at 3:21 p.m.;

WHEREAS the parties hereto now desire to amend the CSA and the Lease to add additional road numbers for the Units; and

NOW THEREFORE, the parties hereto agree as follows:

1. The CSA is hereby amended to delete Annex B to the CSA in its entirety and to substitute therefore Annex B attached hereto.

2. The Lease is hereby amended to delete Schedule A to the Lease in its entirety and substitute therefore Schedule A attached hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 18 of the CSA and Section 15.01 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for Agent.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

TRAILER TRAIN COMPANY,

by

Thomas D. Marion

Name: Thomas D. Marion

Title: Treasurer

Executed on September 26, 1989

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Name:

Title:

Executed on _____, 1989

(Corporate Seal)

Attest:

Corporate Trust Officer

THE CONNECTICUT NATIONAL BANK
not in its individual capacity
but solely as Trustee,

by

Name:

Title:

Executed on _____, 1989

TRAILER TRAIN COMPANY,

by

Name: _____

Title: _____

Executed on _____, 1989

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Name: R. E. Schreiber

Title: VICE PRESIDENT

Executed on September 27, 1989

(Corporate Seal)

Attest:

Corporate Trust Officer

THE CONNECTICUT NATIONAL BANK
not in its individual capacity
but solely as Trustee,

by

Name: _____

Title: _____

Executed on _____, 1989

TRAILER TRAIN COMPANY,

by

Name:
Title:

Executed on , 1989

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Name:
Title:

Executed on , 1989

(Corporate Seal)

Attest:

Corporate Trust Officer

THE CONNECTICUT NATIONAL BANK
not in its individual capacity
but solely as Trustee,

by

Name: PETER H. FOWLER
Title: Vice President

Executed on SEP 28 , 1989

TRAILER TRAIN COMPANY

Annex B to the Conditional Sale Agreement and
Schedule A to the Lease of Railroad Equipment (No. 31B),
each dated as of August 1, 1989

Supplier/Car Type	Contract No.	Quantity		Car Numbers (Inclusive)***	Estimated	Total Cost	Estimated
		Cars	Platforms		Cost Per Car		Delivery Period
Trinity Industries Inc.:							
Five-platform articulated all-purpose Spine flatcars with retractable hitches for carrying trailers or containers - TTAX	T-1089-P	82	410	76000 - 76299	144,077	11,814,314**	Sept. - Dec., 1989
Hall Car Manufacturing Co.:							
Five-platform articulated trailer cars - TTLX	T-5088-T	137	685	60400 - 60599	128,200	17,563,400	May - Sept., 1989
Bethlehem Steel Corp:							
Five-platform articulated all-purpose Spine flatcars	T-5088-B	102	510	78000 - 78299	135,050	13,775,100	Aug. - Nov., 1989
with retractable hitches for carrying trailers or containers - TTAX	TBA	84	420	TBA	140,000	11,760,000	Nov. - Dec., 1989
Total		405	2,025			\$ 54,912,814	

Not subject to the cushioning requirements of the AAR interchange rules.

F.O.B. Trinity Plant.

** The car numbers listed are for all Units of Equipment to be delivered under the Conditional Sale Agreement and Lease and a certain other conditional sale agreement and lease. After all Units of Equipment have been delivered and accepted hereunder, an appropriate amendment to this Annex B to the Conditional Sale Agreement and Schedule A to the Lease of Railroad Equipment will be filed with the Interstate Commerce Commission to reflect the car numbers of Units of Equipment actually delivered and accepted hereunder.